



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
CHILD AND FAMILY SERVICES AGENCY (CFSA)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**



<b>1. ISSUED BY/ADDRESS OFFER TO:</b>  <b>Government of the District of Columbia Child and Family Services Agency (CFSA) Contracts and Procurement Administration 955 L'Enfant Plaza, SW, North Building, Suite 5200 Washington, DC 20024</b>		<b>2. PAGE OF PAGES:</b> <b>1 OF 44</b> <b>3. CONTRACT NUMBER:</b>  <b>4. SOLICITATION NUMBER:</b> <b>CFSA-10-I-0006</b> <b>5. DATE ISSUED:</b> <b>January 22, 2010</b> <b>6. OPENING/CLOSING TIME:</b> <b>February 22, 2010 @ 2:00 PM (EST) local time</b>	
<b>7. TYPE OF SOLICITATION:</b> <input checked="" type="checkbox"/> <b>SEALED BID (IFB)</b> <input type="checkbox"/> <b>REQUEST FOR PROPOSAL (RFP)</b>	<b>8. DISCOUNT FOR PROMPT PAYMENT:</b>		
<b>NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"</b>			

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **CLOSING DATE- no later than 2:00pm (EST)**.

**CAUTION:** LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. INFORMATION CALL</b>	<b>NAME:</b> <b>Yorjai Chandy</b> <b>Contract Specialist</b>	<b>TELEPHONE NUMBER:</b> <b>(202) 724-7510</b>	<b>B. E-MAIL ADDRESS:</b> <a href="mailto:yorjai.chandy2@dc.gov">yorjai.chandy2@dc.gov</a>
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**OFFER (TO BE COMPLETED BY OFFEROR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 120 calendar days (unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DISTRICT under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

<b>13. ACKNOWLEDGEMENT OF AMENDMENTS</b> (The offeror acknowledge receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated):			<b>AMENDMENT NO:</b>  <b>DATE:</b>  	
<b>14. NAME AND ADDRESS OF OFFEROR:</b>			<b>15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)</b>	
<b>14A. TELEPHONE NUMBER:</b>  <b>AREA CODE:</b> <b>NUMBER:</b> <b>EXT:</b>			<b>15A. SIGNATURE:</b>  <b>15B. OFFER DATE:</b>	

**AWARD (To be completed by the CFSA)**

<b>16. ACCEPTED AS TO THE FOLLOWING ITEMS:</b>		<b>17. AWARD AMOUNT:</b>	
<b>18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)</b> <b>Tara Sigamoni</b>	<b>19. CONTRACTING OFFICER SIGNATURE:</b>	<b>20. AWARD DATE:</b>	
<b>IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE</b>			

## SECTION B: SUPPLIES OR SERVICES AND PRICE

**B.1** The Government of the District of Columbia, Child and Family Services Agency (CFSA), (the District), is seeking contractors to provide an in-patient substance abuse treatment program for clients who are wards of CFSA, ages 12 to 21 both male and female as well as for women and their children [up to three (3) children], who are CFSA clients.

**B.2** The District contemplates award of one or more Indefinite Delivery Indefinite Quantity (IDIQ) contracts with payments based on fixed unit rates and effective for the period stated.

**B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of five hundred and eighty (580) days, and one thousand, nine hundred and ninety five (1995) days for the respective Contract Line Item Numbers (CLINs). The District will order at least the minimum quantity of one (1) day for each CLIN.

**B.2.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**B.2.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**B.3 PRICE SCHEDULE:**

**B.3.1 BASE YEAR: INDIVIDUAL AWARD ITEMS**

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	PRICE/ UNIT (Day)	QUANTITY MINIMUM	MINIMUM TOTAL PRICE	QUANTITY MAXIMUM	MAXIMUM TOTAL PRICE
0001	In-patient Substance Abuse Treatment Services	\$_____ per day	1 day	\$_____	580 days	\$_____
0002	In-patient Substance Abuse Treatment Services: Residential Treatment Program for Women and their Children [Birth parent (mother) with up to 3 Children]	\$_____ per day	1 day	\$_____	1995 days	\$_____
	<b>MAXIMUM CONTRACT CEILING</b>					\$_____

### B.3.2 OPTION YEAR ONE: INDIVIDUAL AWARD ITEMS

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	PRICE/ UNIT (Day)	QUANTITY MINIMUM	MINIMUM TOTAL PRICE	QUANTITY MAXIMUM	MAXIMUM TOTAL PRICE
1001	In-patient Substance Abuse Treatment Services	\$_____ per day	1 day	\$_____	580 days	\$_____
1002	In-patient Substance Abuse Treatment Services: Residential Treatment Program for Women and their Children [Birth parent (mother) with up to 3 Children]	\$_____ per day	1 day	\$_____	1995 days	\$_____
	<b>MAXIMUM CONTRACT CEILING</b>					\$_____

### B.3.3 OPTION YEAR TWO: INDIVIDUAL AWARD ITEMS

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	PRICE/ UNIT (Day)	QUANTITY MINIMUM	MINIMUM TOTAL PRICE	QUANTITY MAXIMUM	MAXIMUM TOTAL PRICE
2001	In-patient Substance Abuse Treatment Services	\$_____ per day	1 day	\$_____	580 days	\$_____
2002	In-patient Substance Abuse Treatment Services: Residential Treatment Program for Women and their Children [Birth parent (mother) with up to 3 Children]	\$_____ per day	1 day	\$_____	1995 days	\$_____
	<b>MAXIMUM CONTRACT CEILING</b>					\$_____

**B.3.4****OPTION YEAR THREE: INDIVIDUAL AWARD ITEMS**

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	PRICE/ UNIT (Day)	QUANTITY MINIMUM	MINIMUM TOTAL PRICE	QUANTITY MAXIMUM	MAXIMUM TOTAL PRICE
3001	In-patient Substance Abuse Treatment Services	\$_____ per day	1 day	\$_____	580 days	\$_____
3002	In-patient Substance Abuse Treatment Services: Residential Treatment Program for Women and their Children [Birth parent (mother) with up to 3 Children]	\$_____ per day	1 day	\$_____	1995 days	\$_____
	<b>MAXIMUM CONTRACT CEILING</b>					\$_____

**B.3.5****OPTION YEAR FOUR: INDIVIDUAL AWARD ITEMS**

CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	PRICE/ UNIT (Day)	QUANTITY MINIMUM	MINIMUM TOTAL PRICE	QUANTITY MAXIMUM	MAXIMUM TOTAL PRICE
4001	In-patient Substance Abuse Treatment Services	\$_____ per day	1 day	\$_____	580 days	\$_____
4002	In-patient Substance Abuse Treatment Services: Residential Treatment Program for Women and their Children [Birth parent (mother) with up to 3 Children]	\$_____ per day	1 day	\$_____	1995 days	\$_____
	<b>MAXIMUM CONTRACT CEILING</b>					\$_____

**\*\*\*END OF SECTION B\*\*\***

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Contractor shall provide an in-patient substance abuse treatment program for clients who are wards of the DC Child and Family Services Agency (CFSA), ages 12 to 21 both male and female as well as for woman and their children [up to three (3) children], who are CFSA clients. The Contractor shall provide a substance abuse program for clients who have a primary diagnosis of chemical dependence. The clients may have a secondary mental health diagnosis; however, they must be sufficiently stable that they are not a danger to themselves or to others. The decision of the acceptable stability of the clients entering the substance abuse treatment program shall be at the discretion of the treating mental health professional, Office of Clinical Practice (OCP) staff, or the contractor in their review of the admission packet.

### **C.2 BACKGROUND**

Substance abuse is just one of multiple challenges confronting youth and families served by the Child and Family Services Agency (CFSA). As a maladaptive coping mechanism for individuals who have been traumatized, like many foster youth and birth parents, substance abuse seriously aggravates the barriers to self-sufficiency and wellness. Therefore, it is incumbent upon social workers to assess a client's need for substance abuse treatment as part of any initial investigation and throughout the life of an ongoing case in an effort to successfully treat any substance abuse issues in order to aid birth parents in becoming more successful and substance free parents as they progress through the child welfare system.

### **C.3 REQUIREMENTS**

The Contractor shall develop, implement and evaluate all in-patient substance abuse treatment services for the clients.

**C.3.1** The Contractor shall develop an initial Individual Treatment Plan (ITP) for the client. The ITP shall include an assessment of the client's strengths, weaknesses, specific problems and needs. It shall also include short and long-term objectives and priorities during treatment. In addition, the ITP shall clearly state staff assignments, time frames and methods for meeting stated objectives. The Contractor shall involve the client as much as possible in the development of the ITP. Pursuant to DC Medicaid regulations, all treatment plans must include an assessment of the client's current mental status, signed and dated by a physician.

**C.3.2** The Contractor shall use a multi-disciplinary team approach when developing both initial ITPs and all revisions of the document. The multi-disciplinary team shall include, but not be limited to, mental health, medical, direct care and other staff members who have direct contact with the client. The Contractor's multi-disciplinary team shall review and revise the ITP, its goals, objectives, treatment methods and interventions as needed, based on the client's treatment progress. Copies of the initial ITP and all updates are to be submitted to the client's CFSA social worker and to the CFSA COTR, or their designee within seven (7) days after their development. The COTR, or designee, will review the document and notify the Contractor of approval and/or disapproval within seven (7) days of its receipt. If the ITP is not satisfactory; the CFSA social worker shall inform the Contractor, in writing, of the reasons for disapproval and any requests for clarification or changes. The Contractor must respond with a corrected ITP within seven (7) days.

**C.3.3** The Contractor shall maintain the ITP in the client's case record, in accordance with its established policies and procedures.

**C.3.4** CFSA may withhold payment if the Contractor does not develop and revise the ITP, as necessary, and/or fails to submit the ITP to the CFSA social worker and to the COTR, or their designee for approval according to the terms of this contract.

**C.3.5** The Contractor shall obtain written prior approval from the CFSA Deputy Director for Clinical Practice, or designee, for services beyond 30 days. Services initiated without prior written approval shall not be paid.

**C.3.6** The Contractor shall develop an Aftercare Plan with each client prior to their discharge that will outline a continued care of plan. The Aftercare plan shall identify the client's strengths, needs, abilities, and preferences as well as establishing specific goals, objectives, and desired outcomes for successful recovery. The Aftercare plan shall be developed 5 days prior to a client's planned discharge from the program and shall be provided to the client, social worker, and COTR within 3 days of its development.

**C.4** **BIRTH PARENT'S MEDICAL EXPENSES**

The medical expenses of the Birth Parents shall be covered by the Birth Parent's primary insurance provider.

**\*\*\*\*END OF SECTION C\*\*\*\***

## **SECTION D:      PACKAGING AND MARKING**

- D.1**            The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- D.1.1**        All packages, letters, documents, correspondence and other data or matter relating to this contract must be marked with corresponding contract number.
- D.1.2**        All postage and or mailing fees connected with performance of this contract shall be the responsibility of the Contractor.

**\*\*\*\*END OF SECTION D\*\*\*\***

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.
- E.2** Inspection and acceptance shall be performed by the COTR who shall accept or reject the services within thirty (30) days after completion of service.
- E.2** The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes that include, but are not limited to, inspections to ensure that all contract requirements are met.

**\*\*\*\*END OF SECTION E\*\*\*\***



## SECTION F: DELIVERIES OR PERFORMANCE

### F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The District may extend the term of this contract for a period of four (4), one-year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### F.3 DELIVERABLES

Deliverable	Quantity	Format/ Delivery Method	Due Date	To Whom
<b>Individual Treatment Plans:</b> Contractor will provide treatment plans, including any assessment results, and updates as outlined in section C.3.1 – C.3.3	1/client with any necessary updates	Word document/ electronic delivery	Within 7 days of admission, or within 7 days of changes for updates	CFSA Social Worker and COTR
<b>Monthly Client Rosters:</b> Contractor will provide monthly client rosters, including dates of admission and discharge	Monthly	Excel Spreadsheet to be provided by CFSA	By the 5 <sup>th</sup> of the month for the previous month	COTR
<b>Aftercare Plans:</b> Contractor will provide aftercare plans for each client who is being discharged from the	1/client	Word document/ electronic delivery	5 days prior to scheduled discharge	CFSA Social Worker and COTR

## SUBSTANCE ABUSE TREATMENT SERVICES

program as outlined in Section C.3.6				
The Contractor will submit any additional data and reports as requested by the Child and Family Services Agency	As requested	TBD	Within 5 days of the request	COTR
<b>Unusual Incidents:</b> The Contractor will immediately notify the agency of any unusual incidents involving clients in treatment. Contractor will submit a written report detailing the incident and outlining any actions to be taken by the contractor in response to the incident; See Section H.9.1	As needed	Telephone call/ Written report	Immediate telephone call/ written report within 24 hours	COTR

**F.3.1**

The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**\*\*\*\*END OF SECTION F\*\*\*\***

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit properly executed invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in triplicate and submitted to the Agency Fiscal Officer. The address of the Agency Fiscal Officer is:

**Agency Fiscal Officer  
Child and Family Services Agency  
400 Sixth Street, SW, 2nd Floor  
Washington, DC 20024**

The contractor may also submit invoices by e-mail to: [cfsa.accountspayable@dc.gov](mailto:cfsa.accountspayable@dc.gov)

**G.2.2** To constitute a properly executed invoice, the Contractor shall submit the following information on the invoice: Contractor's name, address, telephone number, Contract number, invoice date, Federal tax identification number, description of services or supplies, date services of supplies were delivered, certifying signature by Contractor authorized official and other documentation as required according to the Contract.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02., payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 ORDERING CLAUSE**

**G.7.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

**G.7.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.7.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.8 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni  
Contracts and Procurement Administrator  
Agency Chief Contracting Officer  
Child and Family Services Agency  
955 L'Enfant Plaza, S.W.; North Building, Suite 5200  
Washington, DC 20024  
(202) 724-5300  
(202) 727-5883 (fax)  
[tara.sigamoni@dc.gov](mailto:tara.sigamoni@dc.gov) (e-mail)

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.10.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In

## SUBSTANCE ABUSE TREATMENT SERVICES

addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Elizabeth A. Malomo, LICSW  
 Program Manager, Innovative Family Support Services Administration  
 Office of Clinical Practice  
 Child and Family Services Agency  
 400 6th Street, SW, Office #4072  
 Washington, DC 20024  
 202-727-3599, phone  
 202-727-7772, fax  
[elizabeth.malomo@dc.gov](mailto:elizabeth.malomo@dc.gov) (e-mail)

**G.10.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.10.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.11 QUARTERLY/ANNUAL EVALUATIONS**

The Contractor shall be evaluated on a quarterly basis throughout the performance period of this Contract. The COTR will be required to submit and discuss the evaluations with the Contracts and Procurement Administration. The Contracts Compliance Officer will discuss the evaluations with the Contractor as well as advise the Contractor of their right to respond in writing to the evaluation within thirty (30) days of receipt. All evaluations and Contractor's responses will become part of the official contract file for a period of three years and may be used to document past performance and support source selection decisions.

**G.12 CONTRACT CLOSEOUT**

At the end of the performance period of this contract, or at the time the contract is terminated by CFSA, or, if applicable, CFSA elects not to exercise a contract option year, a formal contract closeout shall be performed. As apart of this process, the Contractor will be required to complete and submit a Contractor's Closing Statement within six (6) months after the final performance period. The Contractor Closing Statement shall address the following:

- All financial obligations to subcontractors have been settled
- All properly submitted invoices have been submitted to CFSA Fiscal Operations and paid, **(if so the invoice/voucher number should be included in the statement)**
- Proposed settlement of any interim or disallowed costs
- Submission of the required log of Fixed Assets/Controllable property

Child and Family Services Agency reserves the right to withhold final payment to any Contractor who does not comply with the agency's Contract Closeout Procedures.

**\*\*\* END OF SECTION G\*\*\***

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.10 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

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- (a) Name;
- (b) Social Security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; **and**
- (f) Referral source for all new hires.

**H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.3.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; **or**
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; **and**
  - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; **or**
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.



**H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.4.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.5 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq.*

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The Department of Employment Services may adjust the living wage annually and the Office of Contracting and Procurement (OCP) will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall

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include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 CONTRACTOR RESPONSIBILITIES**

### **H.9.1 UNUSUAL INCIDENTS**

**H.9.1.1** The contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four (24) hour Hotline: 202-671 SAFE (7233).

**H.9.1.2** The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;

- (a) Accident/s involving clients or staff on duty;
- (b) A loss of any utility, including but not limited to, power, water, or sewage
- (c) Any condition which results in the facility's closure and
- (d) Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or well being, or in any way places the client at risk.

**H.9.1.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, 1243, and ensure delivery is completed via fax or personal delivery to the COTR within (24) hours of the occurrence of an incident.

**H.9.1.4** The Contractor shall notify the Metropolitan Police Department (MPD) and the Child and Family Services Hotline, immediately or within thirty (30) minutes, after learning that a child/children, caregiver and/or involved family member has been involved in an unusual incident.

## **H.9.2 MANDATORY REPORTING**

**H.9.2.1** The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty-four (24) hour Child Abuse and Neglect Hotline (202 671-SAFE).

**H.9.2.2** The Contractor shall ensure that notification is made within (24) hours to the assigned COTR.

**H.9.2.3** The Contractor shall ensure that any staff member who believes that a resident is in serious and immediate danger shall take immediate steps to protect the resident including, as appropriate, removing the resident from the danger.

**H.9.2.4** The Contractor shall ensure that the written report shall include, but need not be limited to, the following information if the person making the report knows:

- (a) The child/children who is the subject of the report
- (b) Each of the child/children siblings; and
- (c) Each of the child/children parents or other persons responsible for the child/children's care;
- (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
- (e) All other information which the person making the report believes may be helpful in establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and
- (f) If the source was required to report under this subchapter, the identity and occupation of the source how to contact the source and a statement of the actions taken by the source concerning the child/children.

## **H.9.3 CONTRACTOR LICENSE/CLEARANCES**

**H.9.3.1** The Contractor shall maintain documentation that Contractor staff (employees, volunteers and consultants) possesses adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate.

**H.9.3.1.1** The Contractor shall ensure that Contractor staff having direct contact with children have been cleared through the Child Protection Register and shall undergo a criminal background check

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through the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract, and the District of Columbia.

- H.9.3.1.2** The Contractor shall immediately provide to the COTR copies of the results of all Child Protection Register and criminal background checks. The Deputy Director for the Office of Clinical Practice in conjunction with the CFSA's General Counsel, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, drug possession or drug distribution shall not under any circumstances have direct contact with children while working for Contractor under this contract.

**H.9.4 STAFF REQUIREMENTS**

- H.9.4.1** The Contractor shall employ and maintain documentation to ensure staff possesses adequate training and competence to perform the duties to which they have been assigned. All direct service personnel assigned to cases must enroll and complete the CFSA training for new employees most closely related to their function, as well as ongoing training at CFSA's expense on a training-space-available basis.

- H.9.4.2** The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the project files and be available for inspection on request by CFSA. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable.

- H.9.4.3** The Contractor shall maintain an individual personnel file for each project staff member funded by this contract which shall contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials shall be made available to CFSA upon request.

- H.9.4.4** The Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.

- H.9.4.5** The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.

**H.9.5 COST OF OPERATION**

All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor.

**H.9.6 FACILITY REQUIREMENTS**

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**H.9.6.1** The Contractor's facilities used during the performance of this contract shall meet all applicable federal, state, and local regulations for their intended use. The Contractor shall maintain all permits and licenses for facilities.

**H.9.6.2** All facilities used for the provision of services under this contract shall be accessible to persons with mobility limitations, consistent with applicable federal and District law, including the Americans with Disabilities Act.

**H.9.7** **SUBCONTRACTING**

**H.9.7.1** The Contractor shall not engage subcontractors to perform any of its responsibilities under this contract without the prior written approval of the Contracting Officer.

**H.9.7.2** Consent by the District to any proposed subcontractor shall not: (1) constitute a determination of the acceptability of any subcontract terms or conditions; (2) constitute a determination of the acceptability of any amount paid under any subcontract; or (3) relieve Contractor of any of its responsibilities under the contract.

**H.9.7.3** Contractor shall assure that all subcontracts approved by the District shall be consistent with the terms of this contract, including, but not limited to, certifications and licenses of staff, safeguarding of confidential information, and insurance coverage.

**H.9.8** **TRANSITION PERIOD**

**H.9.8.1** In the event of either termination or expiration of this contract, the Contractor shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the Transition Period.

**H.9.8.2** The CFSA COTR shall provide the Contractor, no later than seven (7) days prior to the start of the transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

**H.9.8.3** During the Transition Period, the Contractor shall cooperate with the COTR to ensure that all children and families continue to be provided continuing residential services as directed by CFSA.

**H.9.8.4** The Contractor shall continue to provide the services as described in this contract during the Transition Period. The Contractor shall continue to follow the billing procedures outlined in Section G of this contract.

**H.9.8.5** The Transition Period shall be no more sixty-one (61) days from either the termination date of services or the expiration date of the contract. If the Transition Period is utilized due to the expiration of the contract, the Contractor is to submit the final invoice within 30 days of the contract expiration date.

**H.10** **HIPAA PRIVACY COMPLIANCE**

**H.10.1** **Definitions**

**H.10.1.1** "Business Associate" shall mean the Contractor.

**H.10.1.2** "CFSA" shall mean the District of Columbia, Child and Family Services Agency

**H.10.1.3** (a) "Designated Record Set" means a group of records maintained by or for CFSA that is:

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- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
  - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
- (b) For purposes of this paragraph, the term **record** means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

**H.10.2 Obligations and Activities of Business Associate**

**H.10.2.1** Contractor is hereby designated by CFSA as a “Business Associate” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) and its implementing regulations. CFSA is a “Covered Entity” for purposes of HIPAA.

**H.10.2.2** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

**H.10.2.3** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

**H.10.2.4** Business Associate agrees to mitigate, to the extent practicable, any harmful affect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

**H.10.2.5** Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

**H.10.2.6** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

**H.10.2.7** Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.

**H.10.2.8** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.

**H.10.2.9** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.

**H.10.2.10** Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to

a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**H.10.2.11** Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**H.10.3 Permitted Uses and Disclosures by Business Associate**

**H.10.3.1** Refer to underlying services agreement: Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

**H.10.3.2** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

**H.10.3.3** Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**H.10.3.4** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 45 CFR 164.504(e)(2)(i)(B).

**H.10.3.5** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

**H.10.4 Obligations of CFSA**

**H.10.4.1** CFSA shall notify Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

**H.10.4.2** CFSA shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

**H.10.4.3** CFSA shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**H.10.5 Permissible Requests by CFSA**

**H.10.5.1** CFSA shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

## **H.10.6 Term and Termination**

**H.10.6.1 Term:** The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Business Associate, or created or received by Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

**H.10.6.2 Termination for Cause:** Upon CFSA's knowledge of a material breach of this Clause by Business Associate, CFSA shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by CFSA;
- (b) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
- (c) If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

## **H.10.7 Miscellaneous**

**H.10.7.1 Regulatory References:** A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

**H.10.7.2 Amendment:** The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

**H.10.7.3 Survival:** The respective rights and obligations of Business Associate, the Clause and Provisions 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.

**H.10.7.4 Interpretation:** Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

## **H.11 CONFIDENTIALITY**

**H.11.1** The Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to the District hereunder, Contractor may have access to certain information of the District and its clients that is confidential and constitutes valuable, special and unique property of the District. The Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, any the District client/confidential information without the District's express prior written consent, except pursuant to Contractor's duties hereunder. Contractor agrees to abide by all laws and regulations governing confidentiality, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

\*\*\* END OF SECTION H\*\*\*



## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on "Solicitation Attachments" under the heading "Vendor Portal", then click on "Standard Contract Provisions – (March 2007)".

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such

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as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software.

Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni  
Agency Chief Contracting Officer  
Contracts and Procurement Administrator  
Child and Family Services Agency

955 L'Enfant Plaza SW  
North Building, Suite 5200  
Washington, DC 20024  
(202) 724-5300  
tara.sigamoni@dc.gov

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

## **I.11 STANDARD OF PERFORMANCE**

**I.11.1** The Contractor shall comply with all Federal, State and local laws governing the health, safety and care of children currently in effect, or in effect during the period of the contract, as applicable, and all CFSA policies, and shall provide services in such a manner as to facilitate compliance by CFSA with the LaShawn A. v. Fenty Amended Implementation Plan (Implementation Plan). The Contractor shall ensure that all subcontractors and/or agents comply with the respective laws and regulations and standards when providing services under this contract. The Contractor shall at all times act in good faith and in the best interest of the District, use its best efforts, and exercise all due care and sound business judgment in performing its duties under this contract.

**I.11.2** The Contractor shall maintain the staffing pattern as specified to the District. Any changes in this staffing pattern or job descriptions for positions funded by this contract must be approved in writing in advance by the Contracting Officer.

## **I.12 DEPARTMENT OF LABOR WAGE DETERMINATION**

The contractor shall be bound by the Wage Determination No. 05-2103 (revision No. 8 dated May 26, 2009), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein. The contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment.

## **I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; **and**

## SUBSTANCE ABUSE TREATMENT SERVICES

- I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.13.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.13.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires **and**
- I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.
- I.14 ANTI-KICKBACK PROCEDURES**
- I.14.1 Definitions:**
- I.14.1.1** "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- I.14.1.2** "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.14.1.3** "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.14.1.4** "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.
- I.14.1.5** "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
- I.14.1.6** "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

**I.14.1.7** “**Subcontractor**,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

**I.14.1.8** “**Subcontractor employee**” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

**I.14.2** The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

**I.14.2.1** Providing or attempting to provide or offering to provide any kickback;

**I.14.2.2** Soliciting, accepting, or attempting to accept any kickback; **or**

**I.14.2.3** Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**I.14.3** The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.14.2 of this clause in its own operations and direct business relationships.

**I.14.4** When the Contractor has reasonable grounds to believe that a violation described in paragraph I.14.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Contracting Officer.

**I.14.5** The Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

**I.15 ANNUAL AUDIT**

Contractor shall be required to have an annual audit conducted by a certified independent auditor, which shall follow generally accepted accounting principles. The final audit report shall be submitted to the COTR no later than nine (9) months after the end for the contract period.

**I.16 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007.

**\*\*\* END OF SECTION I\*\*\***



**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENT**

**J.1.1** Wage Determination No. 05-2103 (Revision No. 8, dated May 26, 2009)

**J.1.2** Living Wage Act Fact Sheet

**J.1.3** Living Wage Act Notice

**J.2 INCORPORATED ATTACHMENTS** (The following forms, located at [www.cfsa.dc.gov](http://www.cfsa.dc.gov) Contracting Opportunities, Procurement Library, shall be completed and incorporated with the bid.)

**J.2.1** LSDBE Certification Package

**J.2.2** E.E.O. Information and Mayor's Order 85-85

**J.2.3** Tax Certification Affidavit (OTR)

**J.2.4** First Source Employment Agreement

**\*\*\* END OF SECTION J \*\*\***

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_  
☐ an individual,  
☐ a partnership,  
☐ a nonprofit organization, **or**  
☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,  
☐ a joint venture, **or**  
☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

#### K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

#### K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

***(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);***

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; **and**
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**K.6 TAX CERTIFICATION**

Each bidder must submit with its bid, sworn Tax Certification Affidavit incorporated herein as Section J.2.3.

**\*\*\* END OF SECTION K\*\*\***

## SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### L.2 PREPARATION AND SUBMISSION OF BIDS

**L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-10-I-0006."**

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

### L.4 BID SUBMISSION DATE/TIME AND PUBLIC BID OPENING

Bids must be submitted no later than **2:00 PM (EST) local time on February 22, 2010, to:**

**Child and Family Services Agency (CFSA)  
Contracts and Procurement Administration (Bid Room)  
955 L'Enfant Plaza, SW, North Building, Suite 5200  
Washington, DC 20024**

### L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; **or**
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.6.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.6.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.6.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section 8 of the cover page.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so shall be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the following email address: [yorjai.chandy2@dc.gov](mailto:yorjai.chandy2@dc.gov). The prospective bidder shall submit questions no later than **14 calendar days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **14 calendar days** before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

**L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Tara Sigamoni, Contracts and Procurement Administrator, Agency Chief Contracting Officer, Child and Family Services Agency, 955 L'Enfant Plaza, S.W.; North Building, Suite 5200, Washington, DC 20024 and telephone number (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Child and Family Services Agency, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Child and Family Services Agency, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.11 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

**L.12 SIGNING OF BIDS**

**L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations,

Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section 14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

### **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

### **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

### **L.16 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.



- L.16.6**       Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7**       Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8**       If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

**\*\*\* END OF SECTION L\*\*\***

## **SECTION M: EVALUATION FACTORS**

### **M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

#### **M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.1.1.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**M.1.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

**M.1.1.1.2** Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.1.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

##### **M.1.1.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

**M.1.1.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale

added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**M.1.1.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.1.1.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.1.1.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.1.1.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.1.1.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.1.1.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.1.1.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.1.1.5 Vendor Submission for Preferences**

**M.1.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.1.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

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**M.1.1.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.1.1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.1.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**\*\*\*\*END OF SECTION M\*\*\*\***